

SEALED

UNITED STATES OF AMERICA

: Criminal No. **CR-10-320**

: Grand Jury Original

y.

: VIOLATIONS:

: 18 U.S.C. § 1343 (Wire Fraud)

: 15 U.S.C. §§ 78j(b) and 78ff, and
: 17 C.F.R. § 240.10b-5 (Securities Fraud)

: 18 U.S.C. § 2 (Aiding and Abetting and
: Causing an Act to be Done)

: 15 U.S.C. §§ 77e(a)(2) and 77x, and
: 17 C.F.R. § 240.144 (Unlawful Sale of
: Unregistered Securities)

: 18 U.S.C. § 981(a)(1) and
: 28 U.S.C. § 2461 (Criminal Forfeiture)

COLLYER, J. RMC
B

INDICTMENT

FILED IN OPEN COURT

NOV 23 2010

The Grand Jury charges that:

GENERAL ALLEGATIONS

CLERK, U.S. DISTRICT COURT
DISTRICT OF COLUMBIA

At various times relevant to this indictment:

1. Defendant THOMAS ANDERSON BOWDOIN JR., also known as ANDY BOWDOIN (hereinafter referred to as “BOWDOIN”), a resident of Quincy, Florida, operated a “Ponzi” scheme through a company called AdSurfDaily, Inc. (“ASD”). BOWDOIN founded and controlled ASD, a Nevada corporation. BOWDOIN operated ASD’s business principally over the Internet. From in or around September 2006 until in or around March 2007, BOWDOIN operated

Case Related To 08-CV-2205; 08-CV-1345

ASD at www.adsurfdaily.com. From in or around July 2007 until in or around August 2008, BOWDOIN operated ASD at www.adcashgenerator.com. In or around October 2007, BOWDOIN began operating a Spanish language version of ASD over the Internet at www.lafuentedinero.com. ASD's offices were located in a former flower shop that BOWDOIN's wife owned, on S. Calhoun Street in Quincy, Florida.

2. BOWDOIN promoted ASD as an "income opportunity." BOWDOIN promised that ASD would pay a so-called "rebate" of "up to 125%" of the money that "members" paid to ASD (initially "up to 150%"), at a rate of return at up to 8% per day, provided the members agreed to log onto ASD's website and spend a few minutes each day looking at other members' websites. BOWDOIN also promised to pay commissions to members who referred others to join ASD. BOWDOIN referred to himself as "a money magnet," encouraged prospective ASD members to refer to themselves as "money magnets," and stated that it was his "goal ... to make 100,000 millionaires in 3 years."

3. Through ASD, BOWDOIN raised more than \$110 million from thousands of members located throughout the United States, including Washington, D.C. and in several foreign countries. BOWDOIN used more than \$31 million to make payments to early members, more than \$8 million to operate ASD and promote ASD to subsequent members and more than \$1 million for BOWDOIN's personal benefit or the benefit of BOWDOIN's family. Of the \$31 million BOWDOIN paid to early members, more than 98% of that money came from monies paid to ASD by other members. On or about August 1, 2008, the U.S. Attorney's Office for the District of Columbia, pursuant to a United States District Court Order, seized more than \$65 million from bank accounts holding ASD members' money.

4. The United States Securities and Exchange Commission (“SEC”) is an independent agency of the United States government responsible for enforcing the federal securities laws, which are designed to provide the investing public with full disclosure of all material facts regarding matters involving the offer, purchase and sale of securities, among other things. These laws protect the investing public in the purchase of stock that is publicly distributed by maintaining fair and honest securities markets and eliminating manipulative practices that tend to distort the fair and just price of stock.

5. “Ponzi” schemes promote allegedly lucrative business opportunities, often involving foreign currency exchange, precious metals trading, or other high-return investments. A Ponzi scheme, however, has no underlying profitable business to support the return payments that promoters say they will make to the investors. Instead, the promoters use the money obtained from a growing base of later investors to pay so-called “profits” and “returns” to earlier investors. The SEC, through enforcement actions, regulates the operation of investment Ponzi schemes.

COUNTS ONE THROUGH FIVE
Wire Fraud
(18 U.S.C. § 1343; and 18 U.S.C. §2)

6. Paragraphs 1 through 5 of the General Allegations section of this Indictment are realleged and incorporated by reference as if fully set forth herein.

7. From in or around August 2006 to in and around August 2008, the exact dates being unknown to the Grand Jury, in the District of Columbia and elsewhere, defendant THOMAS ANDY BOWDOIN JR., also known as ANDY BOWDOIN (hereinafter referred to as “BOWDOIN”), did knowingly and with intent to defraud ASD members and prospective members, devise and intend to devise a scheme and artifice to defraud, and to obtain money and property by means of materially

false and fraudulent pretenses, representations and promises, including omissions of material fact, knowing that the pretenses, representations and promises were false and fraudulent when made.

GOAL OF THE SCHEME TO DEFRAUD

8. It was a goal of the scheme for BOWDOIN to obtain, by fraud, money from ASD members, to enrich BOWDOIN personally, to avoid securities regulators and to promote the scheme.

MANNER AND MEANS OF THE SCHEME TO DEFRAUD

9. BOWDOIN used the following manner and means, among others, to accomplish the goal of the scheme to defraud:

The Creation and Original Version of ASD

10. In or around August 2006, BOWDOIN modeled ASD after a similar investment scheme and Ponzi scheme called "12daily Pro." 12daily Pro promised returns of 12% per day for 12 days to persons who provided money to 12daily Pro and viewed other members' websites on the 12daily Pro website. At the end of the 12 days, members would earn 144% of the money they provided to 12daily Pro. In or around February 2006, the SEC shut down 12Daily Pro for being a "Ponzi Scheme" that used new investors' money to pay guaranteed returns to old investors.

11. On or about September 5, 2006, BOWDOIN caused the domain name Adsurfdaily.com to be registered. BOWDOIN began operating ASD on the internet at the website www.adsurfdaily.com. BOWDOIN claimed that members could purchase "ad packages" from ASD. Each "ad package" cost \$1. BOWDOIN claimed that each "ad package" allowed the member to advertise his or her website to one other ASD member on ASD's "rotator," a member-only accessible website.

12. BOWDOIN claimed that ASD would generate profitable returns to members who purchased “ad packages” and spent a few minutes each day viewing other members’ web sites on ASD’s rotator. BOWDOIN, to differentiate ASD from 12Daily Pro, did not “guarantee” a fixed “return” on the money that members paid to ASD. Instead, BOWDOIN claimed to pay “rebates” of “up to 150%” on the money that members paid to ASD. BOWDOIN claimed that at the end of each day, ASD calculated its “rebates” by taking 60% of the revenue it received from each day’s “sales.” ASD then divided that money among all its members who had viewed a certain number of websites for the day on ASD’s rotator, proportionately to their initial investment.

13. BOWDOIN, in an effort to avoid regulatory scrutiny, was deliberate and careful not to appear to be offering an investment opportunity, commonly known as shares and securities. In public, BOWDOIN referred to ASD’s investors as “members,” referred to the investor’s money, payment and investment principle as “ad packages,” and referred to the return on the member’s investment that ASD promised and paid as “rebates.” For example, on or about October 9, 2006, BOWDOIN sent and caused to be sent an electronic mail communication in which Bowdoin wrote, “[l]et’s don’t [sic] use the words investment and returns. Instead, lets [sic] use ad sales and surfing commissions. The Attorney Generals in the U.S. don’t like for us to use these words in our program.”

14. In or around January 2007, BOWDOIN paid an ASD member to examine the ASD business model’s legality. The member warned that ASD’s business model was an investment scheme and Ponzi scheme. The member told BOWDOIN that he could not continue to promise and pay members over 100% of their money because (1) doing so would make ASD’s offering an investment, and (2) ASD lacked the independent revenue to make the payments it was promising.

At the time, ASD had de minimis independent revenue. Instead, ASD's promised returns were paid as a result of subsequent members joining ASD.

The Revised Version of ASD

15. In or around May 2007, BOWDOIN, rather than discontinuing the practice of paying more than 100% to members or seeking independent revenue streams, started a new version of ASD at the website www.adcashgenerator.com. BOWDOIN's solution to the concerns raised by the member about ASD's legality was to cap the returns he promised to pay to new members at "up to 125%." BOWDOIN explained to the old members, whose expectations of a profitable return were unfulfilled, that he would credit their old accounts (www.adsurfdaily.com) as if they had actually funded the revised version (www.adcashgenerator.com).

16. BOWDOIN caused statements to be displayed on ASD's website at www.adcashgenerator.com stating that "rebates are paid from ad purchase sales of the Cash Generator, the sale of banner ads on the Cash Generator, commission from the sale of the Ad Placement Service at our sister site 'Attract Marketing System' by Cash Generator members, sale of ebooks and any other products that ASD decides to market." BOWDOIN, on ASD's website, stated that ASD calculated its "rebates" by taking 50% of the gross revenue it received from each day's "sales." ASD then divided that money among all its members who had viewed a certain number of websites for the day on ASD's rotator, proportionally to their initial investment. In addition, BOWDOIN claimed that each day ASD would pay up to 8% of a member's initial purchase amount as a "rebate."

17. BOWDOIN, through ASD's website, directed new members either to mail a money order or cashier's check to ASD's Florida office, or to deposit their money at the member's nearest

branch of Bank of America directly into Bowdoin's bank account maintained there and, thereafter, to send via facsimile a copy of the deposit receipt and membership number to ASD.

18. BOWDOIN did not want regulators or law enforcement authorities to become aware of the ASD scheme. For example, on or about April 30, 2007, BOWDOIN reached an agreement with a consultant of ASD that if the consultant did not report to law enforcement authorities that the consultant believed ASD was an illegal investment opportunity and Ponzi scheme, BOWDOIN would, among other things, return money the consultant and his family provided to ASD. In addition, on or about July 8, 2007, BOWDOIN, in response to an ASD member's letter demanding a return of her money and threat to report ASD to law enforcement authorities, wrote "I ask you ... to please work with me on the payment plan. If an agency came in for an investigation it would hurt a lot of people."

The Scheme Grows

19. In or around December 2007, to induce more members to join ASD, BOWDOIN entered into an agreement with an Internet marketer to promote the ASD scheme.

20. In or around March 2008, BOWDOIN caused the Internet marketer to conduct a survey of ASD members who had successfully recruited others to pay and join ASD. The survey's objective was to discover, and then address, the most difficult hurdles these ASD members found when trying to recruit new members. Survey responders reported that prospects were primarily concerned that ASD was an illegal Ponzi scheme.

21. BOWDOIN, to address the concerns raised by the survey respondents, recorded a video. In the video, which BOWDOIN caused ASD to "stream" over the Internet from on or about March 26, 2008 to on or about August 5, 2008, BOWDOIN invited viewers to "start earning money

now with this income earning opportunity.” BOWDOIN said he was a “professional and successful businessman” and that, although ASD might “sound too good to be true . . . like an illegal money making scheme that won’t last very long. . . . Ad Cash Generator is good and it’s all true and it’s definitely legal, ethical, and not a scam.” BOWDOIN further explained that he asked his attorney to confirm that ASD was not a Ponzi scheme. Thereafter, a lawyer appeared on the video to explain that Bowdoin hired him to insure that ASD’s operations were legal. The lawyer assured viewers that he and “other attorneys in [their] offices . . . are dedicated to this work with [BOWDOIN] and his company.” The lawyer also stated that “ASD . . . complies with all laws and regulations that apply to it.” In explaining that ASD was not a Ponzi scheme, the lawyer noted that a Ponzi scheme is “illegal, because [it] use[s] money from new investors to pay the first investors in the scheme their promised returns.” The lawyer told prospective members that ASD was not a Ponzi scheme because, among other things, “ASD’s business models have multiple components, as [BOWDOIN] mentioned earlier, and multiple sources of revenue.”

22. Beginning in or around March 2008 and continuing through in or around July 2008, to promote the scheme further and encourage new members to join ASD, BOWDOIN hosted live promotional drives in hotels across the United States. BOWDOIN called these promotional drives “rallies.” BOWDOIN and others from ASD spoke at these rallies and many current members gave testimonials about their successes in earning “rebates” from ASD. Thousands of new members joined ASD at these rallies.

23. On or about Saturday, May 31, 2008, BOWDOIN hosted an ASD rally in Las Vegas, Nevada. During the rally, BOWDOIN stated that members needed to act fast and provide money to ASD that weekend. BOWDOIN said the following:

This meeting today [is the] last meeting that we will have that will not have a cap on the original purchase. And the reason that we have to put a cap on it is this: there are so many people that want to come in now and want to purchase two hundred thousand, three hundred thousand, half a million and a million dollars and that can very easily get us into an investment. So our SEC attorney tells us we need to put a cap on it and make sure that people are getting into it for the right reason that it is a purchase of ad packages and it's not an investment. We got to make that clear with people, that will get us into trouble with governmental agencies. We'll be putting in a cap after today, starting Monday, a cap of \$50,000 for your original purchase.

24. BOWDOIN, at the ASD rallies, provided an added incentive for members to provide their money to ASD. BOWDOIN, through ASD, held "rally-only promotion[s]." Members, who joined ASD at a rally, received an instant 50% bonus on their investment.

25. BOWDOIN, contrary to how an advertising company operates, did not limit ASD members to those who had businesses to advertise on the Internet. For members that wanted to join ASD to earn the "up to 125%" return but did not have a business to advertise, BOWDOIN, through ASD, provided these members with a choice of two sites to join and "advertise" on ASD's rotator. Those sites were www.pay.com and www.mobillcash.com.

26. Beginning in or around April 2008 and continuing through in or around July 2008, to promote the scheme further and encourage new members to join ASD, BOWDOIN caused advertisements of ASD to appear on in-flight magazines of national airlines. The half page ASD ad stated "FINALLY! A Million Dollar Income Opportunity Anyone Can Do!"

27. On or about June 17, 2008, BOWDOIN and others traveled to Washington, D.C., to attend the 2008 National Republican Congressional Committee's Presidential Dinner. BOWDOIN was invited to the dinner for making a monetary contribution, using ASD members' money, to the National Republican Congressional Committee.

Material Misrepresentations and Omissions

28. As part of the scheme, BOWDOIN made and caused others to make the following material misrepresentations and omissions:

A. BOWDOIN made, and caused others to make, material misrepresentations concerning ASD's business operations. BOWDOIN claimed to be operating ASD as an Internet advertising company, but rather than using money received from ASD members to operate and develop a legitimate Internet advertising company, BOWDOIN (1) used those monies to grow the scheme by, among other things, using subsequent members' money to pay above-market returns to earlier members, and (2) used those monies for BOWDOIN's own benefit and the benefit of others.

B. BOWDOIN made, and caused others to make, material misrepresentations concerning the source of the monies paid to earlier members. ASD did not generate sufficient revenue from independent business operations necessary to pay members the represented returns. Instead, BOWDOIN operated ASD as a massive investment scheme and Ponzi scheme in which ASD took money that it received from subsequent members to repay the earlier members their principle and profit, while encouraging its members, using lies and material misrepresentations, to promote ASD as an easy and legal means to earn a substantial passive income.

C. BOWDOIN made, and caused others to make, material misrepresentations concerning BOWDOIN's background.

I. BOWDOIN retained a compliance officer who reported to members and prospective members that he had conducted a background check on BOWDOIN and discovered that BOWDOIN's only run-in with the law was a speeding ticket. BOWDOIN knew this representation was false, but he encouraged it to be made. In or around 1999, BOWDOIN pleaded guilty to the

sale of unregistered securities in Wilcox County, Alabama. In or around 1997, BOWDOIN resolved an indictment in Montgomery County, Alabama, charging him with securities fraud for selling unregistered securities by entering a “best interest” plea of guilty and paying \$15,000 in restitution pursuant to a Pre-Trial Diversion agreement.

ii. BOWDOIN permitted ASD representatives to proclaim to members and prospective members that, during his supervision of ASD, the President of the United States had awarded BOWDOIN a “Medal of Distinction” for his contributions in business. BOWDOIN was not awarded a “Medal of Distinction” for BOWDOIN’s contributions in business. Instead, the National Republican Congressional Committee awarded BOWDOIN a “Medal of Distinction” after BOWDOIN, using ASD members’ money, made a monetary contribution to the National Republican Congressional Committee.

D. BOWDOIN made, and caused others to make, material misrepresentations concerning the methodology used by ASD to calculate the daily revenue paid to members. Contrary to the representations to members and prospective members that ASD paid “rebates” that were 50% of the gross revenue it received from each day’s “sales” divided among all its members who had viewed a certain number of websites for the day on ASD’s rotator, proportionally to their initial investment and up to 8% of a member’s initial purchase, BOWDOIN instructed others at ASD to manually adjust the pay out levels to only allow returns of around 1% for each day during the week and around .5 % for each day on the weekends. This revenue manipulation allowed BOWDOIN to pay a consistent return that was significantly better than the returns paid by banks and the stock market, thus attracting new members and allowing the ASD investment scheme and Ponzi scheme to grow.

E. BOWDOIN made, and caused other to make, material misrepresentations concerning the need for ASD to register its offering with the SEC. BOWDOIN asserted to members and prospective members that ASD was not offering a security and did not have to register with the SEC or state securities regulators. BOWDOIN further stated that he had met with officials from the SEC in Washington, D.C., and they agreed with this analysis. Contrary to these assertions, BOWDOIN was offering unregistered securities for sale in the form of investment contracts. BOWDOIN was aware of state and federal securities registration requirements as a result of his prior interactions with securities regulators. In addition, BOWDOIN never met with anyone from the SEC that stated that BOWDOIN, through ASD, was not offering a security and he did not need to register the ASD offering.

F. BOWDOIN misrepresented and failed to disclose to ASD members the manner in which he was managing and using their money. BOWDOIN failed to disclose that he made personal and household purchases from bank accounts that held ASD member funds, including paying off the mortgage on a property of one of his relatives, purchasing a new lake house for himself and his spouse, and purchasing furniture, water crafts and luxury automobiles. BOWDOIN misrepresented and failed to disclose that he deposited members' money into bank accounts he maintained in his personal name and doing business as ASD; rather than depositing members' money into a corporate ASD bank account.

Interstate Wire Communications

29. BOWDOIN, to execute the scheme to defraud and to obtain money described above, did cause to be transmitted in interstate commerce and foreign commerce, by means of wire communications, the following signals and sounds over the Internet:

Count	Approximate Date	Wire Communication
ONE	June 19, 2008	Interstate wire communication caused by \$2,500 deposited at Bank of America branch office in Washington, D.C. to be credited to account of "Thomas A. Bowdoin Jr. (sole proprietor) dba AdSurfDaily" maintained at Bank of America in Florida.
TWO	July 20, 2008	Interstate wire communication sent from ASD's website hosted on a server located in Texas to member in Washington, D.C.
THREE	July 21, 2008	Interstate wire communication caused by \$100 deposited at Bank of America branch office in Washington, D.C. to be credited to account of "Thomas A. Bowdoin Jr. (sole proprietor) dba AdSurfDaily" maintained at Bank of America in Florida.
FOUR	July 21, 2008	Interstate wire communication sent from ASD's website hosted on a server located in Texas to member in Washington, D.C.
FIVE	July 22, 2008	Interstate wire communication sent from ASD's website hosted on a server located in Texas to member in Washington, D.C.

(Wire Fraud, Causing an Act to Be Done, in violation of Title 18, United States Code, Sections 1343 and Title 18, United States Code, Section 2.)

COUNT SIX

Securities Fraud

(15 U.S.C. §§ 78j(b) and 78ff; 17 C.F.R. § 240.10b-5; and 18 U.S.C. § 2)

30. Paragraphs 1 through 5 of the General Allegations section and paragraphs 9 through 29 of the Manner and Means section of this Indictment are realleged and incorporated by reference as if fully set forth herein.

31. From in and around August 2006 to in and around August 2008, in the District of Columbia and elsewhere, defendant THOMAS ANDY BOWDOIN JR., also known as ANDY BOWDOIN, unlawfully, willfully and knowingly, by use of means and instrumentalities of interstate

commerce and the mails, directly and indirectly did use and employ manipulative and deceptive devices and contrivances in connection with the purchase and sale of a security, in contravention of Rule 10b-5 (Title 17, Code of Federal Regulation, Section 240.10b-5) of the Rules and Regulations promulgated by the United States Securities and Exchange Commission, and did (a) employ a device, scheme and artifice to defraud, (b) make untrue statements of material facts and omit to state material facts necessary in order to make the statements made, in light of the circumstance under which they were made, not misleading, and (c) engage in acts, practices and a course of business which would and did operate as a fraud and deceit upon persons in connection with the purchase and sale of a security.

(Securities Fraud, Causing an Act to Be Done, in violation of Title 15, United States Code, Sections 78j(b) and 78ff; Title 17, Code of Federal Regulations, Section 240.10b-5; and Title 18, United States Code, Section 2.)

COUNT SEVEN

Unlawful Sale of Unregistered Securities

(15 U.S.C. §§ 77e(a)(2) and 77x; 17 C.F.R. § 240.144; and 18 U.S.C. § 2)

32. Paragraphs 1 through 5 of the General Allegation section and paragraphs 9 through 29 of the Manner and Means section of this Indictment are realleged and incorporated by reference as if fully set forth herein.

33. From in and around August 2006 through in and around August 2008, in the District of Columbia and elsewhere, defendant THOMAS ANDY BOWDOIN JR., also known as ANDY BOWDOIN (hereinafter referred to as "BOWDOIN"), unlawfully, willfully and knowingly, directly and indirectly, carried and caused to be carried, through the mails and interstate commerce, by means and instruments of transportation, securities in the form of investment contracts, for the purpose of sale and delivery after sale, there not being in effect with the United States Securities and Exchange

Commission a registration statement as to such securities, in that BOWDOIN caused to be sent, carried and delivered by mail and in interstate commerce securities in the form of investment contracts to individuals in Washington, D.C., and elsewhere, who paid for them through the means of interstate commerce.

(Unlawful Sale of Unregistered Securities, Causing an Act to Be Done, in violation of Title 15, United States Code, Sections 77e(a)(2) and 77x, Title 17, Code of Federal Regulations, Section 240.144; and Title 18, United States Code, Section 2.)

FORFEITURE ALLEGATION

1. The violations alleged in Counts One through Seven of this Indictment, Wire Fraud, in violation of Title 18, United States Code, Section 1343 (Counts One through Five); Securities Fraud, in violation of Title 15, United States Code, Sections 78j(b) and 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5 (Count Six); and Unlawful Sale of Unregistered Securities, in violation of Title 15, United States Code, Sections 77e(a)(2) and 77x, and Title 17, Code of Federal Regulations, Section 240.144 (Count Seven), are re-alleged and incorporated by reference herein for the purpose of alleging forfeiture to the United States of America, pursuant to the provisions of Title 28, United States Code, Section 2461(c) (incorporating Title 18, United States Code, Section 981(a)(1)).

2. As a result of the offenses alleged in Counts One through Seven of this Indictment, Wire Fraud, in violation of Title 18, United States Code, Section 1343 (Counts One through Five); Securities Fraud, in violation of Title 15, United States Code, Sections 78j(b) and 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5 (Count Six); and Unlawful Sale of Unregistered Securities, in violation of Title 15, United States Code, Sections 77e(a)(2) and 77x, and Title 17, Code of Federal Regulations, Section 240.144 (Count Seven), defendant THOMAS ANDERSON

BOWDOIN JR., also known as “ANDY BOWDOIN,” shall forfeit to the United States, pursuant to Title 28, United States Code, Section 2461(c) (incorporating Title 18, United States Code, Section 981(a)(1)), any property constituting, or derived from proceeds obtained directly or indirectly, as a result of the said violations, including but not limited to:

(a) Money Judgment:

for the sum of at least one-hundred ten million dollars and no cents (\$110,000,000.00), representing the amount of proceeds obtained as a result of the offenses alleged in Counts One through Seven of this Indictment, that is, Wire Fraud, in violation of Title 18, United States Code, Section 1343 (Counts One through Five); Securities Fraud, in violation of Title 15, United States Code, Sections 78j(b) and 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5 (Count Six); and Unlawful Sale of Unregistered Securities, in violation of Title 15, United States Code, Sections 77e(a)(2) and 77x, and Title 17, Code of Federal Regulations, Section 240.144 (Count Seven).

3. By virtue of the commission of the offenses charged in Counts One through Seven of this Indictment, any and all interest that defendant THOMAS ANDERSON BOWDOIN JR., also known as “ANDY BOWDOIN,” has in the property constituting, or derived from, any proceeds obtained, directly or indirectly, as the result of the charged offenses, is vested in the United States and hereby forfeited to the United States, pursuant to Title 28, United States Code, Section 2461 (incorporating Title 18, United States Code, Section 981(a)(1)).

4. If any of the property described above as being subject to forfeiture pursuant to Title 28, United States Code, Section 2461 (incorporating Title 18, United States Code, Section 981(a)(1)), as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;

- (d) has been substantially diminished in value; or
- (e) has been commingled with other property that cannot be subdivided without difficulty;

it is the intention of the United States, pursuant to Title 18, United States Code, Section 982(b), and Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the said defendant up to the value of said property listed above as being subject to forfeiture.

(Criminal Forfeiture, in violation of Title 18, United States Code, Section 981(a)(1), Title 21, United States Code, Section 853(p), and Title 28, United States Code, Section 2461.)

A TRUE BILL

Ronald C. Mark Jr. /mcs

Attorney for the United States
in and for the District of Columbia

Robert Adams

FOREPERSON

U.S. District and Bankruptcy Courts
for the District of Columbia
A TRUE COPY
ANGELA D. CAESAR, Clerk

By *[Signature]*
Deputy Clerk

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